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with ponds which disappeared as the spring reached normal conditions. The evidence showed the water in the ponds to be of like temperature and appearance to that in the spring and that when one of the ponds was made muddy the water in the "Big Spring" was cloudy. In an action for damages. *Held*, plaintiff cannot recover. *Western Maryland R. Co. v. Martin* (1909), — Md. —, 73 Atl. 267.

Where the subterranean stream is so concealed that discovery is not possible from the surface, no distinction can be drawn between percolations and a subterranean stream. *Lybe's Appeal*, 106 Pa. St. 626. The defined water courses which a man may not divert to the hurt of an inferior proprietor are not the hidden streams but those discovered by excavations. *Haldeman, et al, v. Bruckhardt*, 45 Pa. St. 514. If one, by raising the water standing on his own lands, causes subterranean streams to set back and flood his neighbor no action will lie. *Harwood v. Benton & Jones*, 32 Vt. 724. The rule governing the flow of surface waters is not the same as that relative to subterranean streams. *Acton v. Blundell*, 12 Mee. & W. 348. If the owners of a dam on a water course obstruct the natural drainage from the land of another, to his actual injury, they are liable to him therefor. *Bassett v. Salisbury Mfg. Co.*, 43 N. H. 569. But there is no obligation resting on the defendant to use his premises to prevent the plaintiff being discommoded by the water in his own soil. *Goodale v. Tuttle*, 29 N. Y. 466. However, there is a growing tendency to break away from the old common law rule and the courts in the future may reasonably be expected to hold that a man may not throw back percolating waters to the hurt of his neighbor. See Note 64 L. R. A. 236 to *Katz v. Walkinshaw*, 141 Cal. 116. The ruling in this case as to the water courses seems in accord with the weight of authority at the present time.

WILLS—SIGNING "AT THE END."—The second codicil to the will of the testatrix consisted of twelve clauses, eight of which, numbered consecutively, with the testimonium clause and the attestation were written horizontally on one page, and the other four, numbered 9, 10, 11, and 12 respectively, were written in vertically on the left hand margin of the page opposite the eight horizontal clauses. The testatrix signed the codicil underneath the testimonium clause and opposite the lower part of the marginal addition. A statute requires that a will shall be in writing and signed by the testator "at the end thereof." *Held*, that the codicil was signed at the end as required by statute. *In re Swire's Estate* (1909), — Pa. —, 73 Atl. 1110.

The case of *Irwin v. Jacques* (1905), 71 Ohio St. 395, 73 N. E. 683, involved facts almost identical with those in the principal case and was decided exactly opposite. In fact there is very little authority which supports the decision in the principal case. The signature is undoubtedly at what testatrix intended and regarded as the end of the codicil but as was said in *In re Oneil's Will*, 91 N. Y. 516, "The end of a will is the actual physical termination of the instrument and not that portion which the testator intended to be the end of the will." In the same case it was also stated that "While the primary rule governing the interpretation of wills, when admitted

to probate, recognizes and endeavors to carry out the intention of the testator, that rule cannot be invoked in the construction of the statute regarding their execution. In the latter case courts do not consider the intention of the testator, but that of the legislature." In the Ohio case of *Irwin v. Jacques*, supra, the court said: "The purpose of the legislature must be looked to as to the formalities prescribed for the execution of wills. The application of this rule may in some cases work hardship and thwart an intended disposition of property; but the safeguards cannot be frittered away because of the unfortunate work of an incompetent who has been given the grave responsibility of writing a will. The protection of wills from fraudulent and unauthorized changes, additions, and interlineations seems to be the paramount object of the statute, and its enforcement will no doubt work the greater good." The construction put upon the statute by the court in the principal case will render it ineffective for the purpose for which it was designed. The clear weight of authority is with the Ohio case and against the principal case. *Glancy v. Glancy*, 17 Ohio St. 135; *In re O'Neil's Will*, 91 N. Y. 516; *In re Walker*, 110 Cal. 387, 42 Pac. 815.

WILLS—SIGNING "AT THE END."—A will was written upon a blank form folded in the middle and containing three ruled pages. All the testamentary clauses were written after the printed heading and occupied the whole of the first page and a portion of the second page of the form. The remainder of the second page and all of the third page, down to the printed testimonium clause, at or near the bottom of the page (making in all a space of about 23½ inches) were entirely blank. Immediately beneath and at the end of the testimonium clause, in the space and on the line provided for that purpose, the testatrix signed her name, by mark. Then follows the attestation clause in due form. No testamentary provision of any kind is found in the will after her signature. *Held*, that the will was signed at the end thereof as required by § 5916 Revised Statutes. *Mader et al. v. Apple et al.* (1909), — Ohio —, 89 N. E. 37.

If statutes requiring wills to be signed at the end must be complied with literally so as to preclude all opportunity of making fraudulent additions to wills it would seem that wills such as the one in the principal case ought not to be held valid. *Soward v. Soward*, 1 Duv. (Ky.) 126. However so literal a compliance with the statute is apparently not required; a substantial observance of it is sufficient. The weight of authority is to the effect that a blank space between the dispositive portion of the will and the signature is never material and that an instrument is signed at the end thereof when nothing intervenes between the instrument and the signature. *In re Dayger*, 47 Hun 127; *Hitchcock v. Thompson*, 6 Hun 279; *In re Gilman*, 38 Barb. 364; *Goods of Archer*, 40 L. J. P. 80, L. R. 2 P. 252, 25 L. T. 274; *Hunt v. Hunt*, 35 L. J. P. 135, L. R. 1 P. 209, 14 L. T. 859. The court in the principal case recognizes the fact that there is some danger in such a holding but declines to hold the will invalid merely because of that danger. Among all the cases examined by the writer in which such wills were held valid there were none in which the blank space was as large as 23½ inches.